Revision number: 20   Purchasing Agent: JARED GARDNER
                                               (801) 538-3342

Item: SOFTWARE-ORACLE (PURCHASES OVER $100,001 LIST PRICE)
        ALSO EDUCATION AND PROFESSIONAL SERVICES

Vendor: 38907B   B   ORACLE CORPORATION
                                      170 SOUTH MAIN STE 1150
                                      SALT LAKE CITY, UT   84101

Internet Homepage: www.oracle.com

Telephone: (303) 334-6751
                                      (650) 996-4883

Fax number: (303) 334-9501

Contact: Jay Maloney

Email address: jay.maloney@oracle.com

Brand/trade name: Oracle

Price: DISCOUNTS FROM CURRENT PRICE LIST.
Terms:
Effective dates: 05/14/98 through 05/31/07
Days required for delivery:
Price guarantee period:
Minimum order:
Min shipment without charges:
Other conditions:

NOTE: EFFECTIVE DATE EXTENDED.

For purchases less than $100,000 list price, see Statewide Contract PD1602 with SEK Solutions.

This statewide contract is an "AR (Authorization Required) contract. Authorization is required before purchase can be made. The Authorization requirements and procedure are detailed in the attachment to the contract. Order may be placed only after authorization is received. This contract covers only those items listed in the price schedule. State agencies will place orders directly with the vendor (creating a PG in FINET) and make payments for the same on a VI referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

AUTHORIZATION REUQIRED: DAS/ITS (Information Technology Services) administers state agency purchases from this contract. State agencies (Executive Branch) must coordinate their purchase through DAS/ITS, not directly from the contractor. Contact **Randy Hughes 801-537-9071 or randyhughes@utah.gov.**

Political subdivisions (such as higher education, public education, cities and counties) may purchase directly from the contract without state involvement.

Pricing is subject to the Oracle E-Business Global Price List dated April 13, 2006.

DISCOUNTS FROM CURRENT PRICE LIST

1. SOFTWARE LICENSING
VOLUME DESCRIPTION
(List License + List Support)   DISCOUNT

$1   To $100,000   Purchase from Statewide Contract
                                                 AR1602, SEK Solutions

$100,001 To $250,000   30% off
$250,001 To $375,000   35% off
$375,001 +   40% off

2. EDUCATION AND TRAINING SERVICES:
The state may place orders for orders for Oracle education and training services with Oracle's authorized distributors. Oracle shall have no liability for the terms and conditions of any such orders or for the performance or non-performance of its authorized distributors in their fulfillment of orders or contracts for Oracle Education and training services with the State.

3. PROFESSIONAL SERVICES: 20% off
Travel and per diem may be an additional charge when mutually agreed by both parties.

REPORTS: The contractor will submit quarterly reports to the state purchasing agent showing quantities and dollar volume of purchases by each state agency and political subdivision. These reports will be due 10 days after the calendar quarter.

FINET COMMODITY CODE(S):-AGENCY USE ONLY
20837000000-DATABASE (MICROCOMPUTER SOFTWARE)
20938000000-DATABASE (MINI & MAINFRAME SOFTWARE)

AMENDMENT NO. 9
to the
SOFTWARE LICENSE AND SERVICES AGREEMENT
(CONTRACT NO. AR-867)
between
ORACLE USA, INC.
and
the STATE OF UTAH

This Amendment No. 9 ("Amendment No. 9") shall amend the statewide contract AR-867, which contains the Software License and Services Agreement effective July 1, 1996, as amended, also referenced as "STATE-33204-01-JUL-96" ("Agreement"), between the State of Utah ("the State") and Oracle USA, Inc. ("Oracle"), shall serve to amend the Agreement as described herein. If and to the extent that any inconsistency appears between the original Agreement and the terms of this Amendment No. 9, the provisions of this Amendment No. 9 shall control.

The parties hereby agree to amend the Agreement as follows:

1) <u>Term</u>. This Amendment No. 9, together with its terms and conditions, is valid from June 1, 2006 to May 31, 2007.

2) <u>Pricing and Discounting Terms for new Program Licenses and First-Year Technical Support</u>. The following pricing and discounting terms replace prior versions:

   <u>Price List</u>. **Attachment A** is replaced with an updated version of Oracle's F-Business Global Price List ("Price List"). This Price List, dated April 13, 2006, replaces the previous Price List. All prior Price Lists are hereby deleted and made null and void.

   <u>Pricing and Discounting Terms</u>. Until May 31, 2007, the State may acquire licenses for the programs listed on the Price List, provided that such programs are available in production release when ordered, and provided that the State has continuously maintained technical support for its existing licenses by paying Oracle the fees specified for such licenses by paying Oracle the fees specified on the Price List, less the discount determined by the Discount Schedule set forth below.

3) <u>License Definitions and Rules</u>. Oracle's License Definition and Rules, found in **Attachment B**, are replaced with an updated version dated April 13, 2006 (v041306). This updated shall apply to all orders for licensing under the Price List. All prior License Definitions and Rules are hereby deleted and made null and void.

4) <u>Learning Credit</u>. "Learning Credit," as defined in Oracle's License Definition and Rules and incorporated as Attachment B, is hereby removed in its entirety.

5) <u>Discount Schedule</u>. The Discount Schedule shall remain the following for one year:

Transaction Band (List License + List Support)	Price List Documents
$100,001 to $250,000	30%
$250,001 to $375,000	35%
$375,001 +	40%

Until May 31, 2007, this Discount Schedule shall apply to fees listed on the Price List for Program licenses, first-year Software Update License and Support, and first-year Product Support acquired pursuant to the terms of this Amendment. (The Transaction Band amount shall be determined per order, and each order placed pursuant to this schedule shall be considered a separate transaction.) If, and when, the program Price List (as defined above) is updated or replaced in the Agreement, this Discount Schedule shall no longer apply, and discounting terms shall be re-negotiated.

6) <u>Shipment and Delivery</u>. Until May 31, 2007, where shipment is required for an order, unless otherwise set forth in the applicable ordering document executed by the State and Oracle, Oracle will deliver one copy of software media and one set of documentation (in the form generally available) for each program licensed on the order that is available in production release at the time of order. Until May 31, 2007, media and delivery charges for such delivery will be waived for orders placed under the terms of the Agreement. Provided that the State has continuously maintained Software Updates, the State may order additional CD Packs for programs that the State has licensed through the Oracle Store at the standard CD Pack price.

7) <u>Professional Services Rate</u>. Until May 31, 2007, the State may purchase Oracle Professional Services at a discount of 20% off the Oracle standard, commercial list price for such services in effect at the time such services are ordered.

8) <u>Assisted Services</u>.

(A) Assisted Services, a premium level of customer service, is added to Section III – TECHNICAL SERVICES of the Agreement and to the License Definitions and Rules (**Attachment B**).

3.4 **Assisted Services**

Assisted Services are support advisory services for customers who need customized assistance from Oracle's expert support staff. An Oracle engineer is assigned to the customer, often at the customer's location, for a pre-determined period of time to perform specific technical, operational, and managerial support services. By applying focused expertise at the critical points in the use of Oracle products, Assisted Services can help to improve up-time, ensure rapid and effective deployment of Oracle products, and respond quickly to customer needs for task-specific support. Assisted Services is geared at assisting the customer in the support of their Oracle products, as well as advising the customer on enhancements to its Oracle environment and processes to improve the supportability of its Oracle products in the future. The State may order from the List of Customized Service Options for Assisted Services, which is hereby incorporated as **Attachment C**. Additional information about Oracle Advanced Customer Services can be found at http://www.oracle.com/support/advanced-customer-services/index.html.

(B) Until May 31, 2007, the State may purchase Assisted Services at the following rates:

Duration of Assisted Services	Daily Rate
Up to 31 days	$1,799.61
31-100 days	$1,709.62
100-200 days	$1,619.64
200+ days	$1,529.66

9) <u>Attachments</u>. The following Attachments form part of this Amendment No. 9:

      Attachment A: Oracle's F-Business Global Price List, dated April 13, 2006
      Attachment B: Oracle's License Definition and Rules, dated April 1, 2006
      Attachment C: List of Customized Service Options for Assisted Services Order Forms

Other than the amended terms set forth herein, the terms and conditions of the agreement shall remain unchanged and in full force and effect.

The effective date of this Amendment No. 9 shall be _____, 2006 (date to be completed by Oracle).

STATE OF UTAH,   **ORACLE USA, INC.**
PURCHASING DIVISION

By: _____ By. _____

Name: _DOUGLAS RICHINS_ Name: _TINA TISINGER_

Title: _DIRECTOR OF PURCHASING_ Title: _MANAGER, CONTRACTS_

Date: _26 MAY 2006_ Date: _5·26-06_

ORACLE®

E-Business Global Price List
April 13, 2006

Oracle Database

Database Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Oracle Database				
Standard Edition One [10]	149	32.78	4,995	1,098.90
Standard Edition [5]	300	66.00	15,000	3,300.00
Enterprise Edition [8]	800	176.00	40,000	8,800.00
Personal Edition [9]	400	88.00	-	-
Lite	100	22.00	-	-
Enterprise Edition Options: *				
Real Application Clusters	400	88.00	20,000	4,400.00
Partitioning	200	44.00	10,000	2,200.00
OLAP	400	88.00	20,000	4,400.00
Data Mining	400	88.00	20,000	4,400.00
Spatial	200	44.00	10,000	2,200.00
Advanced Security	200	44.00	10,000	2,200.00
Label Security	200	44.00	10,000	2,200.00
Enterprise Management				
Enterprise Managers: [2]				
Diagnostics Pack	60	13.20	3,000	660.00
Tuning Pack	60	13.20	3,000	660.00
Change Management Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00
Other				
Secure Enterprise Search [3']	60	13.20	30,000	6,600.00

Standalone Managers	License Price	Software Update License & Support	Licensing Metric	Minimum
Configuration Management Pack for Non-Oracle Systems	3,000	660.00	Per Processor	-
	60	13.20	Per Named User Plus	-
Provisioning Pack	3,000	660.00	Per Processor	-
	60	13.20	Per Named User Plus	-
Service Level Management Pack	100	22.00	Test	-
(Must license with Beacon Plus Test pricing)	3,000	660.00	Beacon	-
System Monitoring Plug-in for Hosts	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Databases [36]	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Middleware [25]	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Network Devices [26]	1,500	330.00	Per Network Device	-
System Monitoring Plug-in for Storage [27]	1,500	330.00	Per Terabyte	-
Management Connectors (priced in Advance of Availability) [28]	5,000	1,100.00	Per Connector	-
Secure Backup	3,000	660.00	Per Tape Drive	-

TimesTen [2]	Maximum Data Store	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
TimesTen In-Memory Database	≤2 GB	240	52.80	12,000	2,640.00
	≤ 10 GB	360	79.20	18,000	3,960.00
	unlimited GB	480	105.60	24,000	5,280.00
TimesTen In-Memory Database Options [2]					
Replication - TimesTen to TimesTen	≤2 GB	120	26.40	6,000	1,320.00
	≤ 10 GB	180	39.60	9,000	1,980.00
	unlimited GB	240	52.80	12,000	2,640.00
Cache Connect to Oracle	≤2 GB	120	26.40	6,000	1,320.00
	≤ 10 GB	180	39.60	9,000	1,980.00
	unlimited GB	240	52.80	12,000	2,640.00

Collaboration		Collaboration Program User License	Software Update License & Support	Processor License	Software Update License & Support
Collaboration Suite [6]	Perpetual License	60	15.00	-	-
	1 Year Subscription License	15	15.00	-	-
Content Services [6]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Unified Messaging [6]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Real-Time Collaboration [6]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Collaboration Suite Options: [29]					
Records Management Option	Perpetual License	100	25.00	-	-
	1 Year Subscription License	25	25.00	-	-
Content Services Options: [29]					
Records Management Option	Perpetual License	100	25.00	-	-
	1 Year Subscription License	25	25.00	-	-

Data Warehousing Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Express Server	800	176.00	40,000	8,800.00
Express Analyzer	800	176.00	-	-
Express Objects	5,000	1,100.00	-	-

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.
For term licenses, the support fee calculation is 22% of the perpetual license fee.
For Collaboration Suite term licenses, the support fee calculation is 25% of the perpetual license fee.

Oracle Database

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Internet Application Server Products [1]				
TopLink and Application Development Framework [22]	100	22.00	5,000	1,100.00
Java Edition [22, 24]	100	22.00	5,000	1,100.00
Standard Edition One [16, 24]	149	32.78	4,995	1,098.90
Standard Edition [24]	200	44.00	10,000	2,200.00
Enterprise Edition [24]	600	132.00	30,000	6,600.00
BPEL Process Manager	1,000	220.00	50,000	11,000.00
Portal	200	44.00	10,000	2,200.00
Integration	400	88.00	20,000	4,400.00
Forms and Reports	400	88.00	20,000	4,400.00
Web Services Manager [1]	800	176.00	40,000	8,800.00
XML Publisher [23]	-	-	40,000	8,800.00
Virtual Directory	800	176.00	40,000	8,800.00
SOA Suite for Non Oracle Middleware	1,300	286.00	65,000	14,300.00
Business Activity Monitoring for Non Oracle Middleware	1,200	264.00	60,000	13,200.00
Fusion Middleware for SAP	1,200	264.00	60,000	13,200.00
Fusion Middleware for PeopleSoft	1,200	264.00	60,000	13,200.00
Internet Application Server Java Edition, Standard Edition One and Standard Edition Options: [12]				
Service Registry	800	176.00	40,000	8,800.00
Internet Application Server Enterprise Edition Options: [15]				
BPEL Process Manager Option	400	88.00	20,000	4,400.00
Business Activity Monitoring [15]	600	132.00	30,000	6,600.00
XML Publisher [23]	600	132.00	30,000	6,600.00
Service Registry	800	176.00	40,000	8,800.00
SOA Suite for Oracle Middleware	1,000	220.00	50,000	11,000.00
Business Intelligence Products				
Standard Edition One [38] (priced in Advance of Availability)	500	110.00	-	-
Standard Edition [1]	400	88.00	20,000	4,400.00
Suite Enterprise Edition [39] (priced in Advance of Availability)	1,500	330.00	225,000	49,500.00
Server Enterprise Edition [39] (priced in Advance of Availability)	300	66.00	45,000	9,900.00
Business Intelligence Server Enterprise Edition Options: [39]				
Interactive Dashboard	500	110.00	75,000	16,500.00
Delivers	300	66.00	45,000	9,900.00
Answers	500	110.00	75,000	16,500.00
Office Plug-in	200	44.00	30,000	6,600.00
Reporting and Publishing	400	88.00	60,000	13,200.00
Disconnected Analytics (priced in Advance of Availability)	500	110.00	-	-
Reporting Workbench (priced in Advance of Availability)	1,750	385.00	-	-
Server Administrator (priced in Advance of Availability)	5,000	1,100.00	-	-
Enterprise Management				
Internet Application Server Managers: [11]				
Diagnostics Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00

	License Price	Software Update License & Support	Licensing Metric	Minimum
Standalone Managers				
Configuration Management Pack for Non-Oracle Systems	3,000	660.00	Per Processor	-
	60	13.20	Per Named User Plus	-
Provisioning Pack	3,000	660.00	Per Processor	-
	60	13.20	Per Named User Plus	-
Service Level Management Pack	100	22.00	Test	-
(Must license with Beacon Plus Test pricing)	3,000	660.00	Beacon	-
System Monitoring Plug-in for Hosts	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Databases [36]	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Middleware [25]	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Network Devices [26]	1,500	330.00	Per Network Device	-
System Monitoring Plug-in for Storage [27]	1,500	330.00	Per Terabyte	-
Management Connectors (priced in Advance of Availability) [28]	5,000	1,100.00	Per Connector	-

	License Price	Software Update License & Support	Licensing Metric	Minimum
Identity Management Products				
COREid Access and Identity	20	4.40	Employee User	2,000
	7	1.54	Non Employee User - External	5,000
COREid Federation	30,000	6,600.00	Processor	1
Xellerate Identity Provisioning	60	13.20	Named User Plus	2,000
Xellerate Identity Provisioning Connector [35]	40,000	8,800.00	Connector	1
Identity and Access Management Suite	80	17.60	Employee User	
	10	2.20	Non Employee User - External	
Tools				
Internet Developer Suite	5,000	1,100.00	Named User Plus	-
Discoverer Desktop Edition	1,000	220.00	Named User Plus	-
Programmer	1,000	220.00	Named User Plus	-
Portlet Factory	9,000	1,980.00	Named User Plus	-

Integration Products	Named User Plus	Software Update License & Support	Computer License	Software Update License & Support
Open System Gateways	-	-	15,000	3,300.00
Mainframe Integration Gateways	-	-	95,000	20,900.00
Enterprise Integration Gateways	-	-	35,000	7,700.00

	Processor License	Software Update License & Support		
Application Adapters [3]	15,000	3,300.00	-	-
Oracle Applications Adapter	15,000	3,300.00		
Mainframe and TP-Monitor Adapters [4]	30,000	6,600.00	-	-
RosettaNet Adapter	30,000	6,600.00	-	-
EDI Adapter	30,000	6,600.00	-	-
Healthcare Adapter	30,000	6,600.00		
ebXML Adapter	10,000	2,200.00		

Oracle Database

Other	License Price	Software Update License & Support	Licensing Metric	Minimum
Customer Data Management				
Customer Data Hub [14]	100,000	22,000.00	Processor	1
Health Care				
Healthcare Transaction Base [13, 14]	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1

Oracle Rdb

Rdb Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Rdb Server Products [30]				
Rdb Enterprise Edition	800	176.00	40,000	8,800.00
CODASYL DBMS	800	176.00	-	-
Rdb Server Options:				
TRACE [31, 32]	100	22.00	5,000	1,100.00
Rdb Development, Query and Reporting Tools				
Programmer for Rdb [33]	1,000	220.00	-	-
CDD/ Repository	5,000	1,100.00	-	-
CDD/R Runtime [34]	-	-	5,000	1,100.00

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.
For term licenses, the support fee calculation is 22% of the perpetual license fee.

[1] If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.

[2] Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. Associated Database is defined as the database(s) which is (are) being managed by the option.

[3] Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.

[4] Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, and Tuxedo.

[5] Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 single core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores must be less than or equal to 8. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

Additionally, it may be licensed on a single cluster of servers supporting up to a maximum of four single-core processors per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way). For multicore chips, the maximum number of cores per cluster is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores in the cluster must be less than or equal to 8.

[6] 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[8] If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

[9] Personal Edition provides a maximum of one Named User Plus per database.

[10] Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 single core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

[11] Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink and Application Development Framework, for which these Manager Packs cannot be licensed).
An associated Internet Application Server is defined as the Internet Application Server(s) which is (are) being managed by the option.

[12] Java Edition, Standard Edition One and Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

[13] This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[14] For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.

[15] Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

[16] Internet Application Server Standard Edition One may only be licensed on servers that have a maximum capacity of 2 single core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) times the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

[22] Application Development Framework requires a runtime license. This can be purchases via Toplink and Application Development Framework or Java Edition

[23] XML Publisher is also licensable via the per employee metric. The price is 40.00 USA (Dollar) per employee when licensed as a standalone prodcut and 30.00 USA (Dollar) per employee when licensed as an option to the Application Server Enterprise Edition.

[24] The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

[25] Plug-in available for BEA WebLogic, IBM WebSphere, Microsoft Active Directory, Microsoft .NET, Microsoft Internet Information Services (IIS), Microsoft ISA Server, Microsoft Commerce Server, Microsoft BizTalk Server

[26] Plug-in available for F5 Load Balancers, Juniper Netscreen Firewall, Check Point Firewall

[27] Plug-in available for NetApp Filers, EMC NS Series NAS

[28] Connectors are not available at this time

[29] The number of Options licenses must match to the number of licenses of the parent product

[30] If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

[31] Rdb Server Options must match the number of licenses of the associated database.

[32] TRACE may also be licensed with CODASYL DBMS.

[33] Oracle precompiliers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.

[34] CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

[35] Following is the list of available Xellerate Identity Provisioning Connectors: IBM DB2/UDB Database, Microsoft SQL Server Database, Oracle Database, Sybase ASE Database, Oracle Database Applications Table (Priced in Advance of Availability), Microsoft Active Directory, Oracle Internet Directory, Novell eDirectory (Priced in Advance of Availability), Sun Java System Directory, Oracle e-Business User Management, Oracle e-Business Employee Reconciliation (Priced in Advance of Availability), PeopleSoft Employee Reconciliation, SAP CUA, SAP Employee Reconciliation, SAP User Management, Microsoft Exchange, Novell Groupwise (Priced in Advance of Availability), Microsoft Windows, IBM AIX, HP-UX, RedHat Linux, Sun Solaris, RSA Authentication Manager, RACF (Priced in Advance of Availability), RSA ClearTrust

[36] Plug-in available for IBM DB2, Microsoft SQL Server

[37] Secure Enterprise Search may also be licensed on per employee metric. The price is $30 USA Dollar per employee. When licensing by named user plus metric, the minimums are 100 Named User Plus licenses

[38] The Business Intelligence Standard Edition One product is a fixed price bundle for $25k. You are permitted to have a maximum of 50 users. For the purpose of licensing this product, you are required to purchase 50 Named User Plus licenses, which is a fixed licensing requirement. The minimums cannot be waived. It is a 25k fixed price package. It may only be licensed on servers that have a maximum capacity of 2 single core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4.

[39] The minimums for this product are 50 Named User Plus licenses. The number of options licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition.

Oracle E-Business Suite

		License Price	Software Update License & Support	Licensing Metric	Minimum
E-Business Suite 2003 Bundle					
E-Business Suite 2003 Professional User [12]		3,995	878.90	Professional User 2003	10%[11]
E-Business Suite 2003 Professional User (external usage) [12]		995	218.90	Professional User 2003 - External	1
Component Applications					
Intelligence	In Bundle				
E-Business Intelligence	«	3,995	878.90	Application User	10
Balanced Scorecard		1,995	438.90	Application User	20
Financials & Sales Analyzers		2,195	482.90	Application User	5
Enterprise Planning and Budgeting [14]		2,995	658.90	Application User	10
Enterprise Planning and Budgeting [14]		595	130.90	Application Read-Only User	10
Marketing and Sales	In Bundle				
Marketing	«	4,995	1,098.90	Marketing User	10
Trade Management		7,990	1,757.80	Marketing User	20
Option: Advanced Pricing		1,995	438.90	Marketing User	20
TeleSales	«	5,995	1,318.90	TeleSales User	10
Option: Advanced Pricing [1]		1,995	438.90	TeleSales User	10
Field Sales	«	3,995	878.90	Field Sales User	10
Sales for Handhelds [14]		425	93.50	Field Sales User	10
Quoting		1,195	262.90	Field Sales User	10
Option: Advanced Pricing [1]		1,995	438.90	Field Sales User	10
Partner Management [14]		995	218.90	Partner Organization	100
Proposals		395	86.90	Application User	25
Incentive Compensation		495	108.90	Compensated Individual	10
Order Management	In Bundle				
Order Management [3]	«	3,995	878.90	Order Management User	5
		0.2000	0.0440	Electronic Order Line	100,000
Option: Advanced Pricing [1]		1,995	438.90	Order Management User	10
		0.1000	0.0220	Electronic Order Line	100,000
Option: Release Management [1]		0.2000	0.0440	Electronic Order Line	100,000
Sales Contracts [14, 21]		5,995	1,318.90	Application User	5
Configurator [6]		2,995	658.90	Application User	20
Configurator [4, 6]		150,000	33,000.00	Processor	1
iStore [4]		100,000	22,000.00	Processor	2
Logistics	In Bundle				
Inventory Management	«	3,995	878.90	Inventory/Shipping User	5
Option: Mobile Supply Chain Applications [1, 15]		1,495	328.90	Inventory/Shipping User	5
Option: Warehouse Management [1, 15]		3,000	660.00	Inventory/Shipping User	20
Transportation Management [14]		14,000	3,080.00	$M Freight Under Mgt	25
Option: Transportation Operational Planning [14]		5,100	1,122.00	$M Freight Under Mgt	25
Option: Logistics Inventory Visibility [14]		2,700	594.00	$M Freight Under Mgt	25
Option: Forwarding and Brokerage Operations [14]		5,400	1,188.00	$M Freight Under Mgt	25
Option: Freight Payment, Billing and Claims [14]		6,300	1,386.00	$M Freight Under Mgt	25
Option: Transportation Sourcing [14]		2,700	594.00	$M Freight Under Mgt	25
Supply Chain Planning					
Advanced Supply Chain Planning		1,500	330.00	$M Cost of Goods Sold	60
Option: Constraint Based Optimization [1]		375	82.50	$M Cost of Goods Sold	60
Inventory Optimization		750	165.00	$M Cost of Goods Sold	60
Global Order Promising		300	66.00	$M Cost of Goods Sold	60
Demand Planning		600	132.00	$M Cost of Goods Sold	60
Collaborative Planning		500	110.00	$M Cost of Goods Sold	60
Strategic Network Optimization (priced in Advance of Availability)		1,200	264.00	$M Cost of Goods Sold	60
Procurement	In Bundle				
Purchasing [2]	«	3,995	878.90	Purchasing User	5
Option: Sourcing [1]		7,995	1,758.90	Purchasing User	5
Option: Sourcing Optimization		1,000	220.00	Purchasing User	5
Option: iSupplier Portal [1]		7,995	1,758.90	Purchasing User	5
Option: Procurement Contracts [1, 14]		5,995	1,318.90	Purchasing User	5
Option: Services Procurement [1, 14]		3,995	878.90	Purchasing User	5
Option: Advanced Pricing [1]		1,995	438.90	Purchasing User	5
iProcurement		5	1.10	Purchase Line	5,000
Manufacturing	In Bundle				
Discrete Manufacturing [2]	«	3,995	878.90	Manufacturing User	10
Option: Mobile Supply Chain Applications [1, 16]		1,495	328.90	Manufacturing User	10
Option: Flow Manufacturing [1, 16]		2,995	658.90	Manufacturing User	10
Option: Manufacturing Scheduling [1, 16]		1,495	328.90	Manufacturing User	10
Option: Production Scheduling (priced in Advance of Availability)		2,495	548.90	Manufacturing User	10
Process Manufacturing [2, 20]	«	3,995	878.90	Manufacturing User	10
Option: Mobile Supply Chain Applications [1, 16]		1,495	328.90	Manufacturing User	10
Option: Manufacturing Scheduling [1]		1,495	328.90	Manufacturing User	10
Option: Production Scheduling (priced in Advance of Availability)		2,495	548.90	Manufacturing User	10

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

		License Price	Software Update License & Support	Licensing Metric	Minimum
Maintenance Management					
Enterprise Asset Management		3,995	878.90	EAM User	10
Option: Self-Service Work Requests [1]		495	108.90	EAM User	10
Service	In Bundle				
TeleService	«	3,995	878.90	Application User	10
Service Contracts	«	5,995	1,318.90	Application User	10
Field Service		2,995	658.90	Field Technician	20
Option: Spares Management [1]		995	218.90	Field Technician	50
Option: Advanced Scheduler [1, 14]		1,495	328.90	Field Technician	50
Option: Mobile Field Service		995	218.90	Field Technician	50
Depot Repair		3,995	878.90	Application User	10
iSupport [4]		50,000	11,000.00	Processor	2
Projects	In Bundle				
Project Costing [2]	«	3,995	878.90	Application User	5
Option: Project Billing [17]	«	2,995	658.90	Application User	5
Project Resource Management		195	42.90	Person	50
Project Collaboration		295	64.90	Application User	50
Project Management		2,495	548.90	Application User	25
Project Portfolio Analysis [14]		5,995	1,318.90	Application User	10
Project Contracts		5,995	1,318.90	Application User	10
Real Estate Management					
Property Manager		3,995	878.90	Application User	5
Product Lifecycle Management					
Product Lifecycle Management		3,995	878.90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services [14]		75,000	16,500.00	Partner Organization	2
CADView-3D		995	218.90	Application User	100
Financial	In Bundle				
Financials [2]	«	3,995	878.90	Financials User	5
Option: Activity Based Management [1, 10]		1,195	262.90	Financials User	40
Advanced Collections		1,195	262.90	Financials User	10
Internet Expenses		5	1.10	Expense Report	1,000
iReceivables		50	11.00	1K Invoice Line	20
Treasury		24,995	5,498.90	Application User	4
Internal Controls Manager		30	6.60	Employee	500
Financial Consolidation Hub [14]		50	11.00	Employee	2,000
Financial Services Accounting Hub [14]		70	15.40	Employee	1,000
Human Resources	In Bundle				
Human Resources	«	50	11.00	Person	100
Self-Service Human Resources		35	7.70	Person	100
Advanced Benefits		40	8.80	Person	500
iRecruitment		50	11.00	Person	500
Payroll		60	13.20	Person	500
Time and Labor		35	7.70	Person	100
HR Intelligence		25	5.50	Person	100
Learning Management					
Learning Management (formerly Training Admin. in 11.5.9)		30	6.60	Trainee	100
Option: Online Learning [1]		30	6.60	Trainee	100
iLearning		30	6.60	Trainee	100
Customer Data Management					
Customer Data Librarian		9,995	2,198.90	Application User	20
Customer Data Hub [4]		100,000	22,000.00	Processor	1
Product Information Management					
Product Information Management Data Librarian [14]		9,995	2,198.90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services [14]		75,000	16,500.00	Partner Organization	2
Product Information Management Data Hub [4, 14]		100,000	22,000.00	Processor	1
Interaction Center Technology					
Advanced Inbound Telephony		995	218.90	Workstation	50
Advanced Outbound Telephony [14]		995	218.90	Workstation	50
Scripting		595	130.90	Workstation	50
Email Center		1,995	438.90	Workstation	50

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For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

	License Price	Software Update License & Support	Licensing Metric	Minimum
Other				
Tutor for Applications [5]	495	108.90	Application User	5
Content Services[19]				
Perpetual License	45	11.25	Collaboration Program User	1
1 Year Subscription License	11	11.25	Collaboration Program User	1
Self-Service Tutor for Applications [5]	20	4.40	Employee	5
User Productivity Kit [22, 23]	15,000	3,300.00	UPK Developer	1
User Productivity Kit [22, 23]	50	11.00	UPK User	5
User Productivity Kit [22, 23]	12.50	2.75	UPK Employee	50
Applications Read-Only User	1,495	328.90	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Sales Contracts, Discrete Manufacturing, or Process Manufacturing)				
Exchange MarketPlace [14]	5,000	1,100.00	Annual Transaction Volume	300

Vertical Applications

	License Price	Software Update License & Support	Licensing Metric	Minimum
Communications/Utilities				
CRL Financial Management [8]	249,995	54,998.90	Module	1
	0.2500	0.0550	Per Subscriber Thereafter	1
Asset Tracking	5,995	1,318.90	Application User	50
Telco Provisioning [8]	249,995	54,998.90	Module	1
	1.50	0.3300	Per Subscriber Thereafter	1
Number Portability [8]	249,995	54,998.90	Module	1
	10	2.20	Ported Number/Year	1
Telecommunications Billing Integrator [14]	5	1.10	Employee	50,000
Public Sector/University				
Student System [14]	115	25.30	FTE Student	3,000
Financial Aid [14]	30	6.60	FTE Student	3,000
Student Recruiting [14]	30	6.60	FTE Student	3,000
Personal Portfolio [14]	50	11.00	FTE Student	1,000
Grants	3,995	878.90	Application User	5
Loans [14]	3,995	878.90	Application User	10
Financial Services				
Regulatory Capital Manager [14]	70	15.40	Employee	1,000
Profitability Manager	70	15.40	Employee	1,000
Transfer Pricing	70	15.40	Employee	1,000
Transfer Pricing Online	750	165.00	Application User	5
Budgeting and Planning	3,000	660.00	Application User	5
Risk Manager	60	13.20	Employee	1,000
Financial Data Manager	200,000	44,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0440	Service Order Line	50,000
Lease Management [13, 14]	2,000	440.00	$M Managed Assets	500
Health Care				
Adverse Event Reporting System	15,000	3,300.00	Application User	5
Clinical	15,000	3,300.00	Application User	5
Option: Distributed Study Conduct [1]	3,000	660.00	Application User	5
Option: Multinational Study [1]	9,000	1,980.00	Application User	5
Remote Data Capture [9]	9	1.98	CRF Page	10,000
	10,000	2,200.00	Application User	9
Thesaurus Management System [7]	9,000	1,980.00	Application User	1
Thesaurus Management System - Read-Only [7]	1,000	220.00	Application Read-Only User	5
Clinical TrialMinder [14]	5,000	1,100.00	Application User	10
Clinical SiteMinder [14]	5,000	1,100.00	Application User	10
Healthcare Transaction Base [4, 14]	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1
High Tech				
Shop Floor Management	1,995	438.90	$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet [14]	50,000	11,000.00	PIP	2
Aerospace, Defense and Transportation				
Complex Maintenance, Repair & Overhaul [14]	14,995	3,298.90	Application User	10

	Subscription	Licensing Metric	Frequency	Minimum
Oracle Education Subscription				
iLearning Subscription *	48	Hosted Named User	Yearly	$5,000.00

* At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

[1] An option must be licensed at the same level (or greater than) as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.

[2] Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

[3] Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)

[4] For the purpose of licensing this program (except Healthcare Transaction Base and Customer Data Hub), only the processors on which iAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program.

For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.

[5] The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.

[6] Configurator can be licensed by Application User OR by Processor. If licensing by Application User, then the actual users accessing Configurator must be counted. If the user population accessing Configurator is uncountable, then the Processor metric must be used.

[7] If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.

[8] Customers must pay for both the module and the subscriber/workstation fee.

[9] Separate Remote Data Capture licenses are required for remote site-based data entry. In-house entry users require Clinical licenses. Remote Data Capture is licensed by Application User when the annual CRF Page volume cannot be estimated, or if it is more cost effective.

[10] If the customer is running Activity Based Management in conjunction with a 3rd party Financials application, and not Oracle Financials, then licenses of Oracle Financials are not required.

[11] The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
  · The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must verified in writing by a person who is authorized to make such a representation on the firm's behalf
  · A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
  · If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
  · Once minimums are satisfied, they are not required to be met in subsequent purchases.

[12] Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.

[13] If Managed Assets are $10 billion or less, the price per $M in Managed Assets is 2,000. If Managed Assets are greater than $10 billion, the price per $M in Managed Assets for the first 10,000 licenses is 2,000, and the price per $M in Managed Assets for each additional license is 1,000.

[14] This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[15] Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the Inventory option, the option must be licensed at the same user count as Inventory Management.

[16] Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.

[17] Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be liensed at the same user count as Project Costing.

[19] 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[20] Where Process Manufacturing is licensed across multiple plants, the Process Manufacturing option (Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Process Manufacturing.

[21] Sales Contracts Application User licenses are required for all contract administrators, legal staff, order administrators and sales personnel who manage the contracts library or author contracts.

[22] When licensing User Productivity Kit, you must license at least one UPK Developer and either UPK Users or UPK Employees.

[23] Term Licenses are not available for User Productivity Kit.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing, for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each factor listed below are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the program on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub program are running in production shall be counted.

Professional User 2003: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 - External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User, Enterprise Asset Management (EAM) User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real-Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Annual Transaction Volume: is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Beacon: is defined as each target that is deployed and managed by the program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software [roduct with an external product. A unique connector is required for each distinct product with which the software product is required to interface.

Cost of Goods Sold: is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Electronic Order Line: is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as an active employee of yours. *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.)*

Employee User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

Entry: is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

Expense Report: is defined as the total number of expense reports processed by the iExpenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

FTE Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Invoice Line: is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

Module: is defined as each production database running the programs.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not li, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same P.O.. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter . The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: Tape drives are defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on its own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

$M Freight Under Management: is defined as one million U.S. dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to the you with freight terms of prepaid).

$M in Revenue: is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site:
http://edelivery.oracle.com

GENERAL LICENSING RULES

TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

5 Year Term: A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.
4 Year Term: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
3 Year Term: A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.
2 Year Term: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Sotware Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Sales Support website at http://www.oracle.com/Support

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the appropriate renewal adjustment. Oracle uses two different renewal adjustments: the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA). Support for all licenses is adjusted by the greater of the LRA or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.
Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:
· Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):
Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters
· Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server):
Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

With the purchase of Incident Server Support Packages, customers receive access to Oracle *MetaLink*, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

JDeveloper Support

JDeveloper Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle JDeveloper. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.JDeveloper Support is priced at 218.90 USA (Dollar) per Named User Plus per annum. Price applies to first year support only. JDeveloper Support is available only for the free version of JDeveloper downloaded from OTN after Jun 28, 2005. All standard Oracle support policies, as outlined in the Technical Support Policies, are applicable to JDeveloper purchased before this date.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

Extended Support

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of current year's Software Update License & Support
Year 7 after product release: 20% of current year's Software Update License & Support
Year 8 after product release: 20% of current year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts
Tax, legal and regulatory updates
Upgrade scripts
Technical support
Major product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support
Access to MetaLink/Customer Connection
Major product and technology releases
Pre-existing fixes

ORACLE ON DEMAND

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

Customers purchasing one of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Administration Services 48000 USA (Dollar) and minimum monthly net fees of 4000 USA (Dollar). Customers purchasing two of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Administration Services of 96000 USA (Dollar) and minimum monthly net fees of 8000 USA (Dollar). Customers purchasing E-Business Suite, Technology and Collaboration Suite On Demand must meet the minimum annual net fees of 144000 USA (Dollar) and minimum monthly net fees of 12000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.

Customers purchasing one of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Computer and Administration Services of 72000 USA (Dollar) and minimum monthly net fees of 6000 USA (Dollar). Customers purchasing two of E-Business Suite, Technology or Collaboration Suite On Demand must meet the minimum annual net fees for Computer and Administration Services 144000 USA (Dollar) and minimum monthly net fees of 12000 USA (Dollar). Customers purchasing E-Business Suite, Technology and Collaboration Suite On Demand must meet the minimum annual net fees of 216000 USA (Dollar) and minimum monthly net fees of 18000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

ORACLE

ORACLE LICENSE DEFINITIONS AND RULES

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

Beacon: is defined as each target that is deployed and managed by the program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (http://metalink.oracle.com). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Self -Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

Base Metric: is defined as that metric limit for which you are licensed to use or benefit from the use of the programs.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12-month period.

Employee: is defined as an active employee of yours. (*note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.*)

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12-month period. You may not exceed the licensed number of expense reports during any 12-month period.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

$M Freight Under Management: is defined as one million US Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at http://oracle.com/contracts, and are subject to change.

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified on your order. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Metric is defined as that size measurement utilized to: (i) measure the size of your use or benefit from the use of the programs; and (ii) define the limitations of the license granted pursuant to the agreement; and includes Employee Count, Reported Revenues, Student Count, Customer Count and Funds Raised.

Module: is defined as each production database running the programs.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center

service is available at http://www.oracle.com/education/oukc/, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

Order Line: is defined as the total number of order entry line items processed by the program during a 12-month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12-month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12-month period. You may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the program on 6 cores would require 2 processor

licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub program are running in production shall be counted.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, you may not exceed the licensed number of Purchase Lines during any 12 month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on it's own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.
UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation
If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing Internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules

Failover: Your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the program(s).

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

Primary Usage: is defined as each licensed user of the following Oracle applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each licensed user is counted only once based on primary usage. You must specify how many users you are licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application programs listed above for which you are licensed. This concept also applies to Application Read-Only Users. Each Application Read-Only User of any of the applications listed above has the right to use any or all of the other application programs listed above for which you have also acquired Application Read-Only User licenses. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

You are responsible for ensuring that the following restrictions are not violated:
- Oracle Database Standard Edition may only be used on servers that have the ability to run a maximum of 4 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores must be less than or equal to 8. Oracle Database Standard Edition may also be used on a single cluster of servers supporting up to a maximum of four single-core processors per cluster (2 2-way nodes, 4 1-way nodes, or 1 1-way node and 1 3-way node). For multicore chips, the maximum number of cores per cluster is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores in the cluster must be less than or equal to 8.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on servers that have the ability to run a maximum of 2 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition program.
- Application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum

Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Identity Management	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:
Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

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List of Customized Service Options for Assisted Services Order Forms

- Upgrade and implementation planning
- Assist in developing and maintaining system documentation related to Customer's hardware and software configuration
- Technical Assistance Request (TAR) review and analysis:
  - investigation of recent TAR reports
  - TAR filing, tracking and reporting
  - recommendations designed to minimize future TARs
- Research features and functionality of supported Oracle Programs
- Provide available product-specific white papers and bulletins
- Database administration assistance
- System Administration assistance
- Plan for Oracle Program migration
- Capacity planning
- Establish appropriate procedures and guidelines to pursue, track and document Technical Assistance Requests (TARs).
- Assist Customer in managing Customer's help desk operations
- Evaluate overall performance of Customer's systems and develop recommendations for improving performance
- Monitor Technical Assistance Requests (TARs) and communicate status to Customer's designated Technical Support Contacts.
- Communicate critical support issues identified by Customer to Oracle Support.
- Assist in maintaining Oracle and Customer Support contact(s) list.
- Assisting Customer in reviewing Oracle's current Support service offerings.
- Preparation of weekly written Status Reports for Customer's Technical Contact
- Test case creation, filing, tracking, and reporting
- Bug report filing, tracking, and reporting
- Assistance with problem workarounds for open Technical Assistance Requests (TARs)
- Oracle Program installation assistance
- Assisting with the management, application and verification of Oracle Program patches
- Conduct quarterly account reviews
- Assistance with feasibility and proof-of-concept analysis and design assistance for Customer's planned IT projects that involve supported Oracle Programs
- At Customer's request, attend Customer IT planning meetings
- Escalation management for severity 1 Oracle TARs
- Oracle Program release planning
- Research information on problems/questions posed by Customer's production and development DBA's
- Assistance with creation of a new database instance
- Performance Tuning of the database
- Database performance analysis
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures.
- Assist Customer with the creation and implementation of backup and recovery procedures.
- Assist Customer with the creation of a hot standby database instance